

Conditions of Carriage Applicable to Flights to and from Canada, pursuant to the Air Passenger Protection Regulations

1- FLIGHT DELAYS, CANCELLATIONS AND DENIED OF BOARDING

If you are denied boarding, your flight is cancelled or delayed for at least two hours, or your baggage is lost or damaged, you may be entitled to certain standards of treatment and compensation under the Air Passenger Protection Regulations. For more information about your passenger rights please contact your air carrier or visit the Canadian Transportation Agency's website.

Si l'embarquement vous est refusé, ou si votre vol est annulé ou retardé d'au moins deux heures ou si vos bagages sont perdus ou endommagés, vous pourriez avoir droit au titre du Règlement sur la protection des passagers aériens, à certains avantages au titre des normes de traitement applicables et à une indemnité. Pour de plus amples renseignements sur vos droits, veuillez communiquer avec votre transporteur aérien ou visiter le site Web de l'Office des transports du Canada.

For more information please visit : <https://www.canada.ca/en/transportation-agency.html>

1.1- Flight Delays, Tarmac Delays and Cancellations

Types of Disruptions

Flights may be delayed or cancelled for various reasons. Depending on the cause of the disruption, passengers may be entitled to standards of treatment, rebooking, or compensation.

Flight disruptions fall into three categories under the Air Passenger Protection Regulations (APPR):

- (1) Situations within the carrier's control and not related to safety (e.g., operational issues, scheduled maintenance). In these cases, passengers may be entitled to the compensation for inconvenience set out in the APPR, to certain standards of treatment, as well as rebooking and refund options.
- (2) Situations within the carrier's control but required for safety reasons. In these cases, no compensation for inconvenience is payable, but passengers may be entitled to certain standards of treatment, as well as rebooking and refund options.
- (3) Situations outside the carrier's control (e.g., weather conditions, air traffic control restrictions, medical emergencies, security threats). In these cases, no compensation for inconvenience is payable, but the carrier must offer rebooking or refund options.

Tarmac Delays

A tarmac delay occurs when a flight is delayed on the ground, either before takeoff or after landing, and passengers remain on board the aircraft.

According to the APPR, Tunisair will ensure that passengers are provided with the following standards of treatment, free of charge during tarmac delay:

- Access to functioning lavatories;
- Adequate ventilation and heating or cooling;
- Reasonable quantities of food and drinking water, considering the length of the delay, the time of the day
- Means of communication when feasible

Passengers must also be allowed to disembark after a delay of three (3) hours on the tarmac, unless:

- It is not possible for reasons related to safety, security, customs or air traffic control; or
- Takeoff is expected within a reasonable time, and the carrier can continue providing the required standards of treatment.

If it becomes clear that takeoff will not occur within a reasonable time after the three-hour limit, Tunisair will return the aircraft to the gate to allow passengers to disembark as soon as possible.

Passenger Compensation

Under the APPR, the following amounts of compensation for inconvenience are payable by large air carriers, such as Tunisair, when a flight disruption is within the carrier's control and not related to safety.

Compensation is payable at the passenger's choice in one of the following forms:

- Travel voucher or transportation credit offered by Tunisair
- Monetary payment

Delay or Cancellation	APPR Compensation	
	Monetary compensation CAD	Travel Voucher (EMD) CAD
$03H \leq \text{Delay} < 06H$	400	500
$06H \leq \text{Delay} < 09H$	700	800
Delay $\geq 09H$	1000	1100

Compensation is based on the arrival delay at the passenger's final destination.

In the event that the passenger opts for the reimbursement of the ticket, the APPR compensation is limited to CAD 400.

Communication

When a flight is delayed or cancelled, Tunisair will inform passengers as soon as possible about the disruption and provide them with the following information:

- the reason for the delay or cancellation, where possible;
- their rights under the APPR, including:
 - the compensation and assistance to which they may be entitled;
 - the standards of treatment, where applicable;
 - the recourse available against the carrier;
 - their right to file a complaint with the Canadian Transportation Agency (CTA);
- available rebooking or refund options, where applicable;

Tunisair will also provide regular updates to passengers at least every 30 minutes when new information becomes available.

These updates will be communicated through appropriate means, such as:

- audible or, upon demand, visible airport announcements;
- information displayed at service counters;
- electronic messages;
- Any communication method that the passenger indicated they preferred, including a method compatible with adaptive technologies intended to assist persons with disabilities.

Standard of Treatment

When a flight delay or cancellation is within the carrier's control and passengers must wait at the airport for two hours or more, Tunisair will provide certain standards of treatment free of charge.

Depending on the circumstances and the length of the wait, passengers may receive:

- reasonable food and beverages;
- access to communication, such as telephone or internet access;
- hotel accommodation, if an overnight stay becomes necessary;
- transportation between the airport and the accommodation, when such accommodation is provided.

These standards of treatment will be provided to the extent reasonably possible, taking into account the situation and the safety of passengers.

Passengers will be informed of the availability of these services by Tunisair staff or through the communication methods used at the airport.

Rebooking or Refund

When a flight is cancelled or significantly delayed, Tunisair will provide passengers with alternate travel arrangements to their final destination under comparable conditions, in accordance with the APPR, as follows :

- Rebooking on the next available flight to their final destination under comparable conditions and according to the APPR regulations:
 - a) Tunisair will first rebook passengers on the next available flight operated by Tunisair, or by a carrier with which it has a commercial agreement, departing within nine (9) hours of the original departure time;
 - b) If Tunisair is unable to provide a confirmed reservation within this time frame, it will rebook the passenger on a flight operated by any carrier, departing within forty-eight (48) hours of the original departure time;
 - c) If the carrier is unable to provide a confirmed reservation within forty-eight (48) hours of the original departure time, it will provide transportation to another airport within a reasonable distance and rebook the passenger on a flight operated by any carrier from that airport to the passenger's final destination.
- Or a ticket refund if the passenger chooses not to travel.

If the delay or cancellation is within the carrier's control and not related to safety, a passenger who chooses a refund instead of rebooking may also be entitled to the minimum compensation provided under the APPR.

1.2- Denied Boarding

Denied boarding occurs when a passenger is not permitted to occupy a seat on board a flight because the number of seats that may be occupied on the flight is less than the number of passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation and are present at the boarding gate at the required boarding time.

In such situations, Tunisair will first seek volunteers who are willing to give up their seat in exchange for benefits offered by the carrier.

If there are not enough volunteers, some passengers may be involuntarily denied boarding, with priority being given for boarding to passengers in the following order:

- (a) an unaccompanied minor;
- (b) a person with a disability and their support person, service animal, or emotional support animal, if any;
- (c) a passenger who is travelling with family members; and
- (d) a passenger who was previously denied boarding on the same ticket.

Rebooking or Refunds

When a passenger is denied boarding, Tunisair will provide alternate travel arrangements, free of charge, to ensure that the passenger completes their itinerary as soon as feasible.

In accordance with the APPR, Tunisair will meet this obligation as follows:

- a) Tunisair will first rebook the passenger on the next available flight operated by Tunisair, or by a carrier with which it has a commercial agreement, travelling on any reasonable air route and departing within nine (9) hours of the original departure time;
- b) If Tunisair is unable to provide a confirmed reservation within this time frame, it will rebook the passenger on a flight operated by any carrier, travelling on any reasonable air route and departing within forty-eight (48) hours of the original departure time;
- c) If Tunisair is unable to provide a confirmed reservation within the above time frames, it will provide transportation to another airport within a reasonable distance and rebook the passenger on a flight operated by any carrier from that airport to the passenger's final destination.

To the extent possible, alternate travel arrangements will provide services comparable to those of the original ticket.

If the alternate travel arrangements provide for a higher class of service, Tunisair will not request any additional payment.

If the passenger chooses not to travel, Tunisair will provide a refund in accordance with the applicable provisions of the APPR.

Passenger Compensation

If a passenger is denied boarding for a reason within the carrier's control and not related to safety, they may be entitled to the minimum compensation for inconvenience provided under the APPR.

In the case of Tunisair, who is a large carrier, pursuant to the APPR, the compensation for inconvenience is payable at the passenger's choice in one of the following forms:

- Travel voucher or transportation credit offered by Tunisair
- Monetary payment

Denied Boarding	APPR Compensation	
	Monetary Compensation CAD	Travel Voucher (EMD) CAD
Delay < 06H	900	1000
06H ≤ Delay < 09H	1800	1900
Delay ≥ 09H	2400	2500

Standards of Treatment

When a passenger is denied boarding for a reason within the carrier's control, Tunisair will provide certain standards of treatment while the passenger waits for the next available flight.

Depending on the circumstances and the length of the wait, passengers may receive:

- reasonable food and beverages;
- access to communication, such as telephone or internet access;
- hotel accommodation, if an overnight stay becomes necessary;
- transportation between the airport and the accommodation, when such accommodation is provided.

These services will be provided free of charge to the passenger, to the extent reasonably possible given the circumstances.

Affected passengers will be informed of the availability of these services by Tunisair staff using the communication method that the passenger has indicated as their preferred method, including methods that are compatible with adaptive technologies intended to assist persons with disabilities.

Information to Passengers

When denied boarding occurs, Tunisair will inform affected passengers of their rights, including:

- the reason for the denial of boarding, where possible;
- their rights under the APPR, including:
 - the compensation and assistance to which they may be entitled;
 - the standards of treatment, where applicable;
 - the recourse available against the carrier;
 - their right to file a complaint with the Canadian Transportation Agency (CTA);
- available rebooking or refund options, where applicable.

2- LOST, DELAYED OR DAMAGED BAGGAGE

Claims related to lost, delayed, or damaged baggage are governed by the applicable international conventions, including the Warsaw Convention (1929) or the Montreal Convention (1999).

Passengers are advised not to place valuables, money, or important documents in checked baggage.

Reporting Lost, Delayed or Damaged Baggage

If checked baggage is lost, delayed, or damaged, the passenger must inform Tunisair as soon as possible at the baggage service counter at the airport upon arrival;

Passengers are required to complete a Property Irregularity Report (PIR) for the carrier to process the claim.

Conditions and Time Constraints

Checked baggage may be considered delayed, damaged, or lost, depending on the circumstances:

Delayed baggage: baggage is considered delayed when it is not delivered to the passenger upon arrival of the flight, but is later located and delivered.

Damaged baggage: baggage is considered damaged when it is received by the passenger in a deteriorated or unusable condition.

Lost baggage: baggage may be considered lost when it cannot be located within 21 days after the date it should have been delivered, or when the carrier confirms that it will not be recovered.

Any compensation claim must be supported by relevant documentation, including:

- a written claim addressed to Tunisair;
- the original Property Irregularity Report (PIR) issued at the arrival airport;
- the original baggage tag;
- the boarding pass or a copy of the ticket;
- any supporting documents necessary to evaluate the claim.

The absence of one or several of the above documents may result in the denial of the claim.

The applicable time limits are as follows:

- Delayed baggage: the claim must be submitted **within 21 days** after the baggage has been made available to the passenger;
- Damaged baggage: the claim must be submitted **within 7 days** after receiving the baggage;
- Lost baggage: if the baggage is declared lost by Tunisair, the passenger may submit a claim for compensation together with the required supporting documents.

Compensation

- Delayed baggage: when baggage is delivered to the passenger after arrival, Tunisair may reimburse reasonable expenses incurred for the purchase of essential items.
- Damaged baggage: Tunisair may repair the damaged baggage or provide compensation corresponding to the damage suffered, upon presentation of appropriate proof.
- Lost baggage: if the baggage is declared lost, compensation may be paid for the lost items upon presentation of supporting documentation.

If checked baggage is lost, or if it is delayed and not returned within a reasonable period of time, Tunisair will refund any fees paid for that baggage, in accordance with the APPR.

Tunisair's liability is governed by the Montreal Convention (1999). It is limited to 1,519 Special Drawing Rights (SDR) per passenger, approximately CAD 2,934.27, unless a higher value was declared at the time the baggage was checked. This amount may vary depending on exchange rates.

3- SEATING FOR CHILDREN UNDER 14

In accordance with the APPR, Tunisair will facilitate seating children under the age of 14 near a parent, guardian, or accompanying adult, at no additional charge.

The following rules apply:

- **Children under 5 years of age:** the carrier will endeavour to seat the child next to their parent, guardian, or accompanying adult.
- **Children aged 5 to 11:** the carrier will endeavour to seat the child in the same row as their parent, guardian, or accompanying adult, with no more than one seat between them.

- **Children aged 12 or 13:** the carrier will endeavour to seat the child near their parent, guardian, or accompanying adult, within a row located no more than one row away.

If appropriate seats have not been assigned prior to check-in, Tunisair will take additional measures to meet the seating requirements set out in the APPR by:

- informing passengers before check-in that the carrier will facilitate seating of children near a parent, guardian or accompanying adult at no additional charge;
- assigning seats at the time of check-in to ensure that children are seated near the accompanying adult, where possible;
- requesting volunteers to change seats at the boarding gate, if necessary;
- if no passenger has volunteered, requesting again the cooperation of passengers to change seats on board the aircraft before take-off.

Change of Class When Seating Children

When seats are assigned to accommodate children under 14 years of age, if a passenger is assigned a seat in a lower class of service than the one indicated on their ticket, Tunisair will refund the difference in fare between the classes.

If the passenger chooses a seat in a higher class of service, the carrier may charge the fare difference between the classes.

4- CLAIM AND RECOURSES

Passengers who believe that their rights under the APPR have not been respected may submit a compensation request or complaint to Tunisair.

Requests may be submitted:

- through the claim form available on the Tunisair website:
<https://www.tunisair.com/en/customer-care> ;
- by postal mail to the following address:

*Tunisair
Customer Relations Department
Charguia II
2035 Tunis – Carthage
Tunisia*

- or through any other communication method made available to passengers.

The request must be submitted within one year of the flight disruption.

Tunisair will review the request and provide a response to the passenger within 30 days of receiving the claim.

If the passenger is not satisfied with the response provided by the carrier, or if no response is received within this time, the passenger may file a complaint with the Canadian Transportation Agency (CTA).

The Canadian Transportation Agency is the federal body responsible for administering and enforcing the APPR.

Passengers may obtain further information or file a complaint by visiting the Agency's website: <https://otc-cta.gc.ca>